

COMMITTEE ON JOINT SCHOOL BUILDINGS

August 24, 2004

5:00 PM

Chairman Herbert called the meeting to order.

The Clerk called the roll.

Present: School Committee Members Herbert, Beaudry, Cote, Kelley (late)
Aldermen Roy, De Vries, Garrity, Porter

Absent: School Committee Member Perry
Alderman Thibault

Messrs: T. Clark, T. Clougherty, A. Jefferson. K. Cornwell

Chairman Herbert addressed Item 4 of the agenda:

Communication from Solicitor Clark relative to proper use of contingency funds in the amount of \$381,106 for the new stairwell at Southside and Hillside Middle Schools.

Chairman Herbert stated I'd like to take things a little out of order, if you don't mind. Item 4 we have the City Solicitor here. We talked about this before the City Solicitor has filed with us documentation regarding an opinion he made and he's here tonight. The only reason we didn't dispense of this actually at the last meeting is because we didn't have a quorum, but that being the case, we're going to try and get through it hopefully quickly today and if the Solicitor could come forward and just address what he's written and give us the status on the inquiry.

Tom Clark, City Solicitor, stated as requested we have gone back and reviewed the material relating to the stairwell charges. As I advised, as it stands at this point, Gilbane was entitled to rely on the documents that went out. We will continue to monitor the situation, if facts arise where it shows that someone should have been responsible, we will bring it back to this committee and we will go after them.

On motion of Alderman Roy, duly seconded by School Committee Member Beaudry, it was voted to receive and file the communication.

Chairman Herbert addressed Item 3 of the agenda:

Update on the School Facilities Improvement Project.

Tim Clougherty, Deputy Public Works Director, stated as is customary, tonight with me is Allen Jefferson with DMJM, our Program Manager, and Ken Cornwell the Project Manager with Gilbane. Alan is going to update us on some of the progress of construction. I think Ken will have a few words along those lines as well and as well as update us on the upcoming activities.

Allen Jefferson, DMJM Project Manager, stated the previous months' progress from late July to mid August at Central High School, new connection construction is ongoing between the James Building and the Classical Building, interior sheet rock installation is ongoing for the new addition, sheet piling for the garage entrance is complete, and the auditorium flooring and rigging is ongoing, the gymnasium flooring installation is ongoing, the courtyard topping slab placement is ongoing, I think the slab placement for the actual quad is actually going to be coming up within the next 30 days or so, exterior wall installation, the insulation in the brick construction is ongoing, and VCT flooring installation ongoing at Classical and Practical arts buildings. West High School actually the administration area furniture has been delivered and actually the admin area those administrators are actively using that furniture at this point in time with people moving in from the temporary facilities. New elevator installation is complete and ceiling grid installation both through the renovated areas and actually in the administration areas is nearly completion. Memorial High School the gymnasium masonry installation is ongoing, that includes the CMU is complete and the brickwork is nearing completion. The classroom steel decking and slab nearly complete, gym ductwork mains have all been installed, so the erection of the decking is complete. Boiler demolition and also interior renovations and MEP work is actually ongoing and that will switch of night work towards the end of the month. Gossler Park Elementary School, actually Gossler, Smyth and Jewett scopes are very similar and actually their actual progress is similar with flooring installation complete, roof installation nearly complete, the only difference is Gossler Park rooftop unit startup has been occurring and interior painting, and once again the flooring and gym lighting installation is all completed for all of those schools. Webster Elementary School, MEP installation is ongoing, roof installation is ongoing, interior painting is ongoing, and so isn't the floor installation. Hillside Middle School, Hillside and Southside both similar schools with similar scopes, cafeteria exterior wall is complete at both sites, actually they

have removed the demising wall, the former exterior wall between the existing cafeteria and new cafeteria has been recently removed, and they are looking to finish off that space to make the newest area. VCT flooring at the time of this report was nearing completion and actually may be complete as of today. MEP installation is ongoing, new classroom foundation at Hillside is complete and they have recently started with CMU installation and at Southside the actual CMU installation has been ongoing. Boiler installation at both schools, both Hillside and Southside, is ongoing with the actual new boilers I believe have been placed within the past few days. Parkside Middle School, MEP work ongoing, flooring installation and interior painting continues and at Hallsville, VCT flooring installation nearing completion and that also includes refinishing of some of the existing wood flooring and MEP work is ongoing. At Weston flooring installation is complete, ceiling demolition is ongoing, MEP work ongoing, and new window installation is nearing completion. Highland Goffs Falls, the admin area the mechanical work is nearly complete, the roof top unit is to be set, I'm not actually sure of the timetable, that may actually be within the next 30 days and the interior MEP work for the balance of the school is ongoing. Park Varney, sidewalk demolition has been completed. Summer abatement, the scheduled activities for the summer of 2004 there are 14 schools that work has been completed and as is customary with every month our safety meetings are ongoing, OCIP enrollment and is ongoing and our weekly project status meetings. At this point in time I'd like to turn it over to Ken Cornwell who will update you on activities projected over the next 30 days.

Mr. Clougherty stated actually I'd like to bring things out of order a little bit just to update everybody on where we stand from a big picture standpoint. Obviously a lot of schools have been torn up based on what Allen has just recited, and we've gone through tours with both the Mayor's office as well as school administration over the past few days, and we followed up those visits with visits to all of the schools with the Fire Department as well as the Health Department today. Those authorities having jurisdiction walked through the buildings with Ken and Allen and a couple of deficiencies were identified, nothing major, we're going to have those taken care of well within time for opening of school and all and all they are very happy with the condition of the buildings and the way that they'll be turned over for the faculty and students next week. I just wanted to make sure that everybody was aware of that. We have looked at health issues as well as life safety issues and those are being addressed and they are to standards. With that I'll turn it over to Ken and he can talk about what we have coming up over the next 30 days.

Ken Cornwell, Project Manager with Gilbane, stated I'm pleased to say I was on all of those tours. Allen and I were on those tours; Chairman Herbert was with us. I'm pleased to say I was with the tours today when we went through with the code

officials and we are where we want to be, where we thought we would be at this point in time. Fifty-two days we started, school got out on the 22nd of June, but I'm pleased to say I think we're where we want to be. I would remind that the intent of this program was not to finish these schools this summer, but to get the bulk of the abatement done and any work that we would not do at night time that would interfere with the student educational opportunities. We have in fact been successful and have abated the schools and all of the work that needed to be done while the kids were out of school. We were very successful with that. A couple of areas that the kids aren't going to have when they come back to school, which we're on board with the Board, with the principals. Southside Junior High School the school is going open on time. The new administrative area is finished. Actually the furniture is in. The furniture is going into it as speak. School is tiled, floors are waxed, rooms are being cleaned, I expect that school to open on time. Southside is one of the schools that we're going to replace the gymnasium floor. The gymnasium floor won't be done until the first of October. It's just a timing issue. Parkside the same way. Floors are down, mechanical is ongoing, gymnasium floor again is in the same vein as the other one. Some asbestos abatement issues had to deal with other there that delayed us a little bit. That school will be back in order with the exception of the gymnasium when school opens. Again, we expect to turn the place back the first of October if not sooner. Hillside Middle School is in fact, I walked through it today with the Fire Department, floors are waxed, offices are ready to move into, so the building should be ready for school opening next Tuesday. I know they don't start school until Wednesday, but we're targeting a deadline of Tuesday. We are feeling pretty good about that school now. West High School the same way. The principal and their staff are in their new offices. Guidance will be moving in over the next couple of week so that space was our target to be ready. The classrooms, the A classrooms, are ready for occupancy when school starts. The new elevator as requested is on line for the students to take over when they move. The media center is complete. Furniture and stacks and tables are being installed, books will be back on the shelves shortly. I think that's been a successful project for us. CSO has been doing a lot of work on the West Side of the City. We expect shortly to have the sidewalks placed on Notre Dame Avenue. It has looked like a bombed out bunker on that side of town but that is now coming together. Moving the down the road; at Memorial High School we've had a great opportunity this year to again get the abatement out of the way, that will continue through next summer. Memorial High School is the last one we started. The addition is up, is being enclosed as we speak, the work has started, the brick is here, the gymnasium is enclosed now, we probably have another three weeks of work to do on the gymnasium. We will be inside the building and the kids will have back their parking lot and their sidewalks. We're getting pretty close to that. The classroom addition, we expect to be done with the classroom addition around the first of the year. So the classroom addition will be turned over to the school probably

towards the end of the school year. Then we will start the interior work for the science labs. We are in pretty good shape there. Weston has had a lot of work done to it as well. Weston, Kevin was there today. The school is on target, we've got quite a bit of work done, a little bit more than we thought we were going to get done this year, when they put that school back together. I think the principal is ecstatic with what they've got over there. Webster at the end of Elm Street, I think that if you walked through to the school now and look at what you saw a couple of months ago, or actually 52 days ago, and I think you will be surprised. The ventilation systems that Allen was alluding to will come on line as we go through time. This wasn't enough time to get it all installed and operational this summer. It wasn't there to begin with so it is going to be a bonus once it's up and running. It's just a great thing. At Hallsville the ventilation systems are in, floors are being refinished, ventilation systems are installed, we'll continue through the rest of the year. I think we finished up that job and Hallsville will be coming on line soon. The challenge is going to be Central High School. Central High School will open on the 2nd as we agreed with this group and with the School Board and the Aldermanic committee. We will return the plaza back over to the kids, even though the name has been changed. Mr. Rist is calling it the courtyard; we have to get used to calling it a different name. Beech Street will be open to the kids, the jersey barriers, the fences will be down, the street is going to be returned to where it was before we started construction. Concord Street will be open to school buses. The kids will be dropped off on Concord Street and they will have full access to the courtyard and the Classical and Practical Arts uninhibited. We still have work to do in the building; we will be there probably until next year. We do have the Lowell Street side open. Alderman Sysyn has been a saint, we're working across the street from her house, vibrating piles and getting ready to put that entrance into the garage and it's quite a bit of work to do over there, so we're on target. I think it's a great thing.

Mr. Clougherty stated just one thing to add, Mr. Chairman. I am scheduled to tour the schools once again on Thursday, a final visit with Barbara Connor, our maintenance superintendent. Mark Letendre, who is charge of our custodial, the AirMark contract as well as AirMark's manager Ron Sassy, to make sure that if there are any areas that we feel could possibly be deficient, that we're coordinating accordingly with Gilbane and we'll have manpower ready and available to work through the week end should we find it necessary.

Chairman Herbert asked so you're going to have additional manpower to you if you need it?

Mr. Clougherty answered that's correct.

Chairman Herbert stated I remember last year even before this in other projects, but I was amazed at how quickly things could get wrapped up the last 72 hours prior to the teachers showing up. Sometimes it looks much, much worse than it actually turns out to be. So my skepticism a year ago has been abated somewhat because I know what can happen so quickly.

School Committee Member Beaudry asked on Page 16 of 17 on our agenda, I notice that the in City worker numbers are going down, it is down to 16.7 percent, where we were up over 17 [percent] before. I have a question. Why is that going down and the second question I would have also is it was my understanding that there was going to be double shifts through the summer to get a lot of this work done and it doesn't seem like it's happening and is there a reason why that isn't happening?

Mr. Cornwell answered the Manchester resident's goal fluctuates. We have peaks and valleys in these goals for employment and we're up as high as around 700 people and down as low as 200. I think because of the way the manpower projections peak and because of the way payroll is reported, you're probably seeing a low because of the way the work has been going on. I'm tickled to death that we're around 17 percent, that's a great place to be. Would I like it higher? Sure, but the workload for people in this area is tremendous, there's not a lot of people sitting around looking for work. In regard to double shifts. When we first started schools, schools got out on the 23rd of June, we worked abatement in 14 schools. They worked 24 hours a day abating those schools. I have personally worked the last eight Saturdays and Sundays with my crew. My crew, when you talk about double shifts and workers on this job had sometimes worked until 1 o'clock in the morning, single shift. You're probably right, do we have any scheduled second shifts? No. Have we worked the hours? We feel we have and I think the fruits are out there for everybody to view.

School Committee Member Beaudry stated on further question. Getting back Central High School, it was my understanding that the new offices were supposed to be open September 2nd. That doesn't seem like it's going to happen.

Mr. Cornwell replied the original projection when we first talked to the principal, we looked at trying to open those offices in September. We actually have the school administration from the principal and from the superintendents, if I may, could not have picked a worse time to move into the front office. So what we've targeted now, we are targeting October. In October there is nothing going on with the students, there's no testing, there's no student issues, and I think we're pretty much in concert that we looking for an operative move date for guidance for administration into the building.

Chairman Herbert addressed Item 5 of the agenda:

Communication from School Committeeman Arthur Beaudry relative to renovation of the floors at the Central High School Classical Building.

Chairman Herbert stated School Committee Member Beaudry has some questions of our professional staff and what I want to have happen is have Mr. Beaudry point up his issues, explain why he has them and then I'd like to turn it back to the staff to respond in kind. And then after we've gotten the response, then open it up to questions. So we've got the whole picture before we start asking questions of the rest of the committee. Arthur if you could go through your questions about first.

School Committee Member Beaudry stated the main concern I had was when I walked through Central High School I didn't get into the PA at the time because they were doing the asbestos abatement but I walked through the Classical and James. And when I was walking through the Classical, I realized that they were putting 1/4 inch subfloor or plywood over the existing tiles instead of removing the tiles and it was my impression and now I actually verify my impression from the letter that I received today from Gilbane that the floors at the Classical building "removing existing floors and base materials", "in the Classical building all areas currently finished with vinyl tile, complete replacement" So they should have been replaced. Instead they are being covered up and tile on top of the plywood. But again, one other concern I had when I was walking through the building I observed the floor people laying the plywood down over voids on the floor, where there would be a tile missing, a 12 X 12 tile missing, instead of putting some type of leveling over that 1/8 inch void, they were just laying the plywood over it and stapling it down. And I went out and spoke to the supervisor about it and he said that wasn't the way it should be done and that's how I left. And then the third concern I have with all of this is the change in scope. It is my impression that any change in scope or change orders have to come back through this committee and as dramatic as replacing ties to covering them up and very dramatic, and I think it should have come back to this committee and talked about and see whether we did want to continue to replace the tiles or cover them and those are my three concerns.

Chairman Herbert stated just to repeat so we've got it straight. Your first concern was...

School Committee Member Beaudry interjected why the floors weren't replaced instead of covered over. When the scope of the work was to replace the floors and then the second thing is how they were replaced, where our supervisor is, our Clerk of the Works looking at this job. If I can observe somebody putting

plywood over a void, why wasn't the Clerk of the Works there to observe this also or bring it to somebody's attention to see that the job was being done and done properly. And then the third, is why the change of scope wasn't brought back to this board.

Mr. Clougherty stated I'll address the first question and I think I'll turn it over to Ken for the second and I'll take the third as well. The reason that we understood the project as we did. Basically it has to do with cost and intent of the work and the scope, you are correct it does call for removing the existing and base materials, however, the base materials as they were identified by the independent environmental consultant, contained asbestos. And when a mastic contains asbestos, in order to remove that, the chemical process is such that it will destroy the subfloor below it, thereby incurring additional costs above and beyond even those that we knew about to remove the mastic. So we took a step back and we said well what are we going to be left with at the end of the day? We have a layer of asbestos containing paper that is seven layers below the top of the new floor. This is a felt paper, I'm not exactly sure what it was used for when it was put down, but it was part of the original construction probably about an inch and a half to two and a half inches below the surface of any of the flooring that you see now or previously. So we had a layer of felt asbestos containing paper that's going to be there no matter what. It was never contemplated in Gilbane's contract to remove everything down to the original floor. So we took a step back and said well what are we going to be left with at the end of the day? We're going to have a subfloor that contains some asbestos no matter what we do, and if we remove all of this mastic, we're going to have to pay additional to have another layer of $\frac{3}{4}$ inch plywood laid throughout the entire building. So in concert with acceptable practices, we decided that we would overlay the floor with plywood and vinyl tile thereby encapsulating the asbestos containing mastic that was there that we did not know was asbestos containing. And by doing that we incurred additional costs for the plywood to encapsulate this but we saved substantial dollars in not removing the mastic and we also would have been just left with a condition that had asbestos in it anyway. I have some pictures that I'd like to hand out to the board. These pictures represent the end product of the subfloor that's just below the tile, the $\frac{1}{8}$ th inch vinyl tile. The method of encapsulation that we've chosen is an accepted practice of encapsulation; it's accepted by AHERA standards, as well as the EPA. When the issue was brought up, our risk management was consulted with as well as our Health Department and they saw no issue with the methodology that we employed in order to deal with the flooring. As far as the third item scope. We don't consider this to be a change in scope. We're still providing a new floor for the facility, which was the intent. This project was never intended to be an encompassing asbestos abatement project. We've said that many times. If we were to implore that methodology, we'd be here for a very,

very long time and we'd be writing a lot more checks than we were every thinking about writing right now.

Mr. Cornwell asked I think the next question was how it was installed?

Chairman Herbert replied there was a question about what he said he saw as improper installation.

Mr. Cornwell stated the voids. I met with Mr. Beaudry earlier today and explained that this plywood is laid over an existing floor that was installed 20 years ago, 30 years ago and we did observe floor tiles missing in this school. We observed voids in the floor. To the best of my knowledge as I said today, I can say in front of this board, those voids were being filled by the contractor as he went along. I can't sit here in front of you tonight and tell that he did 100 percent of his job like he was supposed to. I would like to say I could, I would offer to anyone if you show me where it is, I'll be glad to cut it open and find out if we're right or wrong and that's where I would stand anywhere. Gilbane Building Company stands by the quality they provide, that's what the company is built on, and we want no issues or questions about the quality of the work that we provide for anyone. One year from the time we turn the school over, I want to take that back. Eleven months before this school is turned over, which I went over with Mr. Beaudry today, Gilbane Building Company will make a tour of this school with their contractors and the people in charge of the schools, Tim and Allen, to make sure that anything that was left behind or anything that failed before the warranty expired is corrected. So we feel strong enough to know that we built a quality product, we're going to come back 11 months before the warranty runs out to make sure they're happy with the product, and if you're not happy with the product and there's something wrong, we're going to correct the product until you are and we'll make sure our subcontractors do that. I'd like to say that if there is a place that you know that's missing, we'll be glad to go to that place and remove it and as Tim knows me, we would be glad to do that.

Chairman Herbert asked what is the warranty?

Mr. Cornwell answered a year from substantial completion.

Mr. Clougherty stated there are various pieces, parts that carry further warranties, but it's generally one year for on materials and labor and workmanship.

Chairman Herbert asked after the City signs off on the project?

Mr. Clougherty answered it's after what we refer to as substantial completion, which is a clearly defined contractual requirement where we essentially accept the work.

Chairman Herbert asked that's when the documents come to this committee and we sign on and take a vote on it?

Mr. Clougherty answered no. You sign off on it at final completion. That's after all of the punch list items are done, we have all of our warranties, we have all of our operation and maintenance manuals, we have all of our as builts, all of our extra stock and what have you. You get it at the very final day. We make the decision at the Facilities Division as to when the project is acceptable in accordance with the contract and that there may be some minor items that we can put on what we refer to as a punch list that we follow up on, but we accept the product as it stands. It's just like going into a car dealership, you take delivery of your car, you note on the sales slip there's a chip in the paint and you're going to fix the radio. Well you've accepted responsibility for the car, but the deal knows that he's responsible for fixing that chip in the paint or the radio or whatever.

Chairman Herbert asked at that point in time do you come to the committee, to us, and explain that you're at that point?

Mr. Clougherty answered no. We can. We traditionally haven't in the past.

Chairman Herbert asked but that's the point at which the warranty kicks in for a year?

Mr. Clougherty answered that's correct. It's usually based on a beneficial occupancy, when are you done with it, and when are we taking advantage of that final project. If we've got an air handling unit that's providing air conditioning and it's all started up, we're reading it at our building maintenance, we're getting alarms out of it, well that's beneficial to us, Gilbane's saying it's done, they've got to provide us with some new filters, but that's good enough to say that they're contractual requirements are substantially complete.

Alderman Roy stated Tim, we had a conversation regarding warranty work and the possible voids under the floor. How soon will we know with the usage, the high school student usage of these floors, if there was an area that was not properly installed? This type of flooring, the depth of the plywood, what is the breakdown time on this.

Mr. Clougherty answered I'd anticipate seeing it easily within the first year. The number of kids that we have running through those buildings and sitting in chairs.

You know your point loads from a chair with four legs, they are pretty substantial. If it's sitting the center of a tile with a void underneath it that is flexing, we'll see cupping at the edges of those tiles and we'll be able to address it. If we don't see it in the first year and we see it to be a more epidemic problem, we do have relief through Gilbane's performance and payment bond, which I believe carries either a seven or nine year warranty essentially with it.

Alderman Roy asked so if in fact there was a problem not visible during installation but became visible 13 months, 14 months from now, we'd be able to have that taken care of?

Mr. Clougherty replied if we see something 13, 14 months, I'm going to let Ken speak to that.

Mr. Cornwell replied Gilbane Building Company is a Manchester based business. We're going to be here for a long time and I just assure you from a company standpoint we have nothing to gain other than give you a quality product. So if it fails, it will be taken care of.

Mr. Clougherty stated and the thing that's beautiful about this project and I brought it up at the beginning in meeting with Ken and some of their senior management. They are done Smyth and Jewett Street schools for example. They are not gone. We're still cutting checks, we're still in the warranty period, we still get to see the performance of all of the products and the materials. We're at the benefit of having them on site, with labor, with the management, that we can actively address it on a daily basis. Quite literally on a daily basis. So we get to dance with them through that whole warranty period with some of these schools, so it's a good position to be in from an owner's standpoint and also from Gilbane's standpoint. They want to provide product so giving them ability to address those up front economically while they're on site, is a definite benefit to the program.

Alderman DeVries asked if we had desired to remove seven layers of the existing flooring as well as abate the asbestos, what sort of time frame would that have entailed? I understand that is not what the contract was written for, but if we had desired that, could we have accomplished that and opened the school this fall?

Mr. Clougherty answered not this summer.

Alderman DeVries asked so that would have taken considerably longer?

Mr. Clougherty stated Ken actually put together a drawing of the different layers of floors and if you want me to share that with you.

Alderman DeVries stated I guess my additional question is, what would that have meant? Would that have meant that the entire James Building or Classical would have been closed for the school year?

Mr. Cornwell answered I think what it meant is we would have been doing a phased operation, we'd be doing it at nighttime, during off-hours when the kids weren't there, which is contrary to our policy. We agreed we would not do that with everybody in this committee and the Board, we would have to go back and do that in order to do this. It would also would have meant that we would have classrooms out of service, two to four classrooms at a time, to all levels, and when you look at that sketch it is very intrusive work. It's not something you just go in...it's like going into your kitchen and ripping up your tile and finding out the plywood is rotten, you rip up the plywood you find that the layer below that is rotten, and before you know it you're looking at your basement. That's what we're talking about here. In order to remove all of this product, we would have go through all of these layers to get to what we're talking about.

Mr. Clougherty stated and to expound on that a little bit, the kitchen analogy is pretty good because your kitchen cabinets are sitting on that floor that you just tore up and the plywood is not good and this is no good and that is no good, and all of a sudden you're down an inch. Well now you've got to rip out those cabinets if you're going to replace that floor. So it's not just the floor, it's all the built in cabinetry, it's all your thresholds at your doors, it's all the thresholds where you meet carpet, it's all your doors themselves are now sitting two inches above the floor where they should be sitting 3/8 of an inch above the floor.

Chairman Herbert stated I want to make one observation real quick too just from sitting back listening to the conversation and that is that nobody is saying that these subfloor pieces are rotten. They are encapsulating in effect a mastic and a felt asbestos containing product and that's was the primary, I believe the primary, motivation for the solution other than saving a ton of money. And nobody is saying that the 3/4 inch subfloor or any of that needs to be replaced. To my knowledge there hasn't been anything as structurally a problem, it is basically an encapsulation situation. The analogy bothered me, I guess is what I'm saying.

Alderman DeVries stated follow up if I might because certainly I wasn't headed in the direction of any kind of a structural deficiency. I think was trying to anticipate if that had been brought back tot his committee knowing the extent of work that it would have trigger as well as the additional costs because it was not part of the additional scope to remove all of the existing floors, I would have to think that we likely would have come to the same conclusion as what was actually carried out. I find that to be a separate issue from the potential voids though and I guess my question would be to School Committee Member Beaudry or to directly ask him if

he would want to try to follow up if he is comfortable enough trying to locate any spots and maybe as you said you would a spot check and see of there any voids. I'm sure that what he saw did in fact take place. I don't think he would have brought it back to the full board and the committee if he hadn't seen something that alarmed him. I guess I would just suggest that we maybe try to carry out on that if we can. Can that be accomplished without putting off school?

Mr. Cornwell stated I told Mr. Beaudry we would be willing to go look at this and that offer stands today. If we know where it is, I'd be glad to check it and make sure the contractor removes the product.

Alderman DeVries asked could I ask one final question? If in fact that process takes place and a deficiency is found, would we be able to maybe extract some additional term on the warranty so that it wasn't at all up in the air beyond the one year? I realize you said something about 7 – 9 years, but that sounded like it could have some loopholes within it.

Mr. Clougherty answered that's not a question for me. I'd say yes.

Alderman DeVries stated and it's not a question we need answered today, because obviously we haven't taken steps A first. It would be something to consider because I think as a member that might be something I'd like to see if a deficiency is found.

Mr. Clougherty stated that's definitely something that we would have to negotiate. There's no question there. One thing I do need to caution everybody, I'm not trying to hold anybody ransom or hostage, our contract and all construction contracts contemplate just this situation. You have a potential deficiency that's hidden. The contract says that uncovering deficiencies is part of the scope of work, Gilbane will cut it out, if they find that the work is deficient, they fix it. If they find the work is not deficient, however, we pay for that uncovering of the work and corresponding remediation of the uncovering. So we'd have to pay to have the floors fixed and whatever.

School Committee Member Beaudry stated first I know what I saw. I did tell Ken that it was on the third floor, but I walked all over that floor and there was areas that I saw them laying plywood over them and stapling it down. To go back in there and give them the area of where it is, but to say that take this piece of plywood out and there's going to be a spot under there, I'd be very remiss if I could be that precise where I saw it. I just walked around the third floor, that's where I saw them putting plywood down and nailing. He actually stated they were gluing it. Again, I might have missed that because I didn't see glue out, but they said they were supposed to be glued down and then stapled. But one thing I can

say is that I respectfully disagree with you Tim as far as the change of scope. It's explicit in the Central High School scope of work. "At Classical all areas currently furnished with vinyl tile, complete replacement." If you chose not to replace it, we should have known about it and my concern is they did a testing on the tiles. The tiles themselves weren't asbestos, so I don't understand when they did that testing why didn't they discover that the mastic was asbestos at that point in time before it got to the eleventh hour again where we have to cover it up. People I talked to on the job site said the reason why they're doing it this way is because of time not because they couldn't...they said it would take...a comment the one gentleman said it would take four months to do it right, we have four weeks. That was a comment that was made to me. So if we're covering this up just to get the kids in school, I mean as a taxpayer of this city, we're spending \$105 million, I don't want to spend this money and walk in there in a year from now and we have cracked tiles, popped tiles. I respect Gilbane and what they do for work, but they're going to be out of town at that point in time and to hunt them down and get this stuff taken care of... it's like our roofs continuously seem to leak and we have a hard time getting them back in here to take of it.

Mr. Clougherty stated I consider the issue as two separate issues and I think you do as well. The deficiencies in the floor, if there are missing tiles, that concerns me greatly, but the methodology is a separate issue. Execution versus how we're dealing with this stuff. So I just wanted to make that point. The other point that I wanted to bring forth was the pictures that he handed out relative to the encapsulation. Those are representative of the areas and the subfloor that was placed. The decision that was made to undertake things as such that we did was not schedule driven. We didn't have very many conversations relative to schedule. I fully believe that someone on the job site told you that we've got four weeks, this is four months, whatever. Those people aren't making the decisions on who to hire, who to fire, who to schedule, how long this project is going to take, how much it's going to cost, they're basically the folks that are doing the work. Again, I don't know exactly who you talked to, but I know from our perspective, the Department of Public Works, Frank Thomas, Kevin Sheppard, myself, Barbara Connor, if we thought at any point in time that we were putting anyone at any hazard by executing work one way versus another, I would jeopardize the schedule in a heartbeat before we even thought about jeopardizing a potential safety issue. School would not open if that was the case. If we thought this was an unsafe way to proceed, the school would not open. I'd stand in front of you and say hey look, I've got some really bad news, this is what we have to do, but we feel that it's totally encapsulated, again it's within acceptable standards for dealing with materials such as this and no one is subject to any hazard in the way that we did.

School Committee Member Beaudry stated on the pictures you showed us, this actually is the same picture that Ken showed me this afternoon and the question I had with him, the black mastic apparently was asbestos, correct?

Mr. Clougherty answered yes.

School Committee Member Beaudry stated it contained asbestos. So if we went down to the $\frac{3}{4}$ inch plywood and removed that, granted we wouldn't have all of the asbestos out because you would have that layer of felt that's asbestos, but at least you would have gotten down to somewhat of a stability of the floor. Because when you walk in there and you almost get vertigo walking on the floors because they're warped and to me if that was my home and somebody came in and did that to my house, I'd be extremely disappointed. Because I've walked on the floor, I don't know if putting a new piece of $\frac{3}{4}$ inch plywood and maybe then putting another $\frac{1}{4}$ of the subfloor and vinyl would have helped it out of leveled it somehow. I know they have lightweight leveling now that you can level out these floors instead of having them warped they way they are, but I hope nobody falls because there are so warped.

Mr. Clougherty stated the undulations are due to any of the materials that you see on the paper. They are due to the things that are underneath that. The building settling over the past 107 years. It's now $\frac{3}{4}$ inch plywood that's creating a buckle in the floor unless it's a 4' X 8' buckle that's pretty evident to see. I don't feel that any of the undulations create any safety hazard. If they did, they would be dealt with immediately. There are some differentials in the level of the floor as you would expect from a building that's 100 years old, but the materials that you see, the gray material that's spread over the plywood at its seams, is also used to level the floor in spots where there are potential dead spots or voids or high spots or what have you. Again, I don't see that as being a significant issue. We do have a building that's over 100 years old; there's going to be some creaks in the floor if you will, but at the end of the day, I feel that the product that we're getting, that we've paid for is a quality product that's going to be safe for all of the occupants.

Chairman Herbert stated at this point does the committee feel there's a need for a motion or anything of that nature? We've aired it out. I think it's pretty clear that the committee is going to be sensitive what happens once the students are in these building especially in the Classical area and I think that's pretty much a unanimous issue.

School Committee Member Beaudry stated if I may Mr. Chairman, one thing I would like maybe you to answer or somebody to answer...

Chairman Herbert interjected and then at that point, once you've got the point pressure on different things, obviously if there is a tile missing underneath it appears to me that would be a more efficient way of identifying where we might have to tear something up, if we do, to replace it and my understanding is if such a thing occurs, Gilbane will make it right. So I'm saying that because that's my understanding from what I've heard. Mr. Beaudry may have some issues beyond that, but from my point of view I feel Mr. Beaudry is alone pretty much.

School Committee Member Beaudry stated the issue that I have that they haven't answered yet is the scope of work. I want to know what I voted on is this piece of paper right here, which says the tiles will be removed. If somebody makes a decision arbitrarily to cover them up instead of replace them, where does that go? I want an opinion on...does that have to come back to us or if we say that we want 10' walls and they decide to make them 6' walls...

Chairman Herbert interjected bad analogy. The thing is, if you have a layer of tiles and somebody puts plywood over it and then puts more tiles over it, have you replaced the tile floor?

School Committee Member Beaudry stated no. Mr. Chairman I'm saying it says all areas currently furnished with vinyl tile complete replacement. And then on the other page it says remove existing flooring and base material, base material. It says remove the floor, it doesn't say cover it up. To me that's a change in scope and I'd like to have an opinion. If this is going to continue, this is not what I voted on.

Chairman Herbert stated I understand your opinion. Your final response and then if we feel the need for a motion we'll do one, if not, then we'll move on.

Mr. Clougherty stated as I stated earlier, the scope of work is to have a new floor in the Classical Arts building or the Practical Arts building or wherever it happens to be that we're installing it. Whether we remove the existing floor or not, I consider to me means and methods. The Facilities Division is going to have to live with these floors. We're going to have to repair deficiencies after Gilbane is gone and we're going to be responsible for replacement thereafter. I don't consider whether we remove an existing floor as long as the new floor is acceptable and the substraight is acceptable. At the end of the day the scope of work is to provide a new floor, that's the way I looked at it. There are a lot of things that we're making decisions on on a daily basis that parallel this.

Chairman Herbert stated unless somebody else has more.

Alderman Roy stated first off a question to Tim regarding the substantial completion or the turnover dates of the different items. Is it possible now that we've completed the summertime, get a listing of what we're already accepted to substantial use that the clock is ticking on our warranty? Is that something that is...besides hundreds of hours...?

Mr. Clougherty answered we haven't accepted anything as of yet.

Alderman Roy asked we haven't accepted anything?

Mr. Clougherty answered no.

Alderman Roy asked nothing? Zero? No warranty has started?

Mr. Clougherty answered it's a formal document that gets executed by Gilbane as well as our department at DMJM's recommendation that it's ready for acceptance, everybody signs it, and that gets filed into the contract folder and corresponds to warranties and dates that we get in our operation and maintenance manuals.

Alderman Roy asked so even though we have students on these floors next week, that does not start the process? That's not part of the substantial use?

Mr. Clougherty answered no. Some of these things were contemplated when we drafted the terms and conditions of the agreement.

Alderman Roy stated so technically it looks like we're substantially using them, where we have no. Can we be copied on anything that does come on line as part of our package?

Mr. Clougherty answered sure. That's not a problem whatsoever.

Alderman Roy stated and just to ask a question from the initial presentation. I've received a number of calls from Central High School parents asking that that their children's school year be as wonderful as a child's school year should be, that we do everything to keep our children not long safe but enjoying the high school experience as we'd like to see them in all of our schools. Can we strive for that as we did last school year that projects are sensitive to the education process?

Mr. Clougherty answered that's one of the edicts of this program. Without a doubt. We don't want the educational process impacted in any major way.

Alderman Roy stated just so you know that it was last year, as much as we tried to minimize it, it was not only for the students but the teachers. If we can just keep that in the back of our minds. I know that it is something that is an edict, but as minimal an impact at all of our schools as possible and Mr. Chair, a request of the Clerk for some action on this, the Clerk has mentioned that we can make a motion to receive and file.

Alderman Roy moved to receive and file this communication. School Committee Member Kelley duly seconded the motion.

School Committee Member Beaudry stated talking with the Chairman, I didn't realize there had to be a motion made to ask about the change in scope. I don't know if you're aware of that, but if everybody is happy with what was said tonight, I would like to have an opinion from somebody, I don't know if it's the Solicitor's office of who would render an opinion, that is something is changed that we vote on, does it have to come back to us and I would make that motion.

Alderman DeVries stated if that is received and filed, it could complicate the matter if School Committee Member Beaudry does wish to continue looking to identify the voids. I would hesitate to receive and file that at this point in time until the subject is put to rest.

Mr. Clougherty stated Mr. Chairman if I may comment not really relative to the motion that Alderman DeVries is talking about, but more from an execution standpoint. These floor voids if they exist, we going to continue to monitor them. That scares me as well. I share in that concern. I'm not sure what we can do in any immediate time from to identify these voids as best for either Gilbane or the City. As I said, we're going to have a lot of kids in these buildings, give us an opportunity to look at this over the next 12 months and encourage faculty, staff if you see voids in these floors at Central High School or any other school for that matter and it's a new floor, I want to know about it. If there's a leak in a roof that's new, I want to know about it. Any deficiencies with any part of this program that's complete, we want to know about it.

Chairman Herbert stated we can vote on a receive and file and take a vote on that. We're basically just closing the issue for the discussion of today. We have a report in hand in reference to the issues brought up, and that doesn't stop Mr. Beaudry from then making a motion for having that put on another agenda.

Chairman Herbert called for a vote on the motion to receive and file the communication. The motion carried with School Committee Member Beaudry and Alderman DeVries duly recorded in opposition.

School Committee Member Beaudry moved to get an opinion from the City Solicitor's office that if there is a change in the scope of work does it have to come back to the Committee on Joint School Buildings for a vote. The motion was duly seconded by Alderman Roy.

Alderman DeVries stated I don't agree with School Committee Member Beaudry that there is any change of scope in the work of the flooring. I think it's a matter of semantics and how that is interpreted. It calls for complete replacement, they are putting an entirely new floor down and I think that to me meets the terms of a complete replacement. I just don't see pursuing this.

School Committee Member Beaudry stated on the paper that I handed out, if you look at...

Chairman Herbert stated I think I'd like to point out that I think that Mr. Clougherty's phrase actually was means and methods, was his phrase for what happened here. I also agree with you that his definition is that Mr. Beaudry's concern is more one over means and methods than it is of scope. That was the official response.

School Committee Member Beaudry stated Alderman DeVries if you look at the paper that I handed out where it says flooring Classical, James, Practical arts. It says remove existing flooring and base material. It says remove the existing floor, so to me that's a change in scope. If you had somebody come into your kitchen and change your tile and you wanted it removed and they just came in and laid a new tile on top of the old one, that isn't what you asked for.

Alderman DeVries stated I'll respond briefly if I might. And I look at that as the overview for the itemization that follows, in fact it even says following that statement at areas shown below. It is clarifying that the building that you're referencing the Classical building sentence all areas currently finished with vinyl tile complete replacement. It doesn't mention that it is removing all of the substraights and the subflooring in that area. There are other places where it is mentioning that. That first sentence I believe is a catch all for all of the statements that are following because that is Page 4 of 14 followed by the statement on Page 5 of 14. I just don't agree with you on that and it's probably a conversation that we can have outside of the board.

Chairman Herbert stated rather than getting back and forth if somebody has something new to say.

Alderman Roy stated just so the committee is aware of why I second that motion, not necessarily on this issue but we've run into this before, not necessarily with Tim's department, where there is some latitude given. I don't want to take it as a distrust for Gilbane or Building Maintenance or DMJM, but we do need to have very clear perimeters as to what the board, not only Aldermen and School Board or our joint committee is aware of. We're responsible for what the departments are responsible for, so that's why I seconded it and I'd like just the Solicitor to clarify what is a change of scope and what needs to come back for a vote and what is well within the perimeters of the department and/or contractor or consultant. That we have very clear perimeters of what our responsibility is and what theirs are and everyone can act accordingly.

Chairman Herbert called for a vote on the motion. The motion carried with Chairman Herbert, Alderman DeVries and School Committee Member Cote duly recorded in opposition.

Mr. Clougherty stated Mr. Chairman, if I may ask, is the board asking the Solicitor with this motion to provide an opinion on the issue at hand or issues in general relative to the entire project or any construction project for that matter? Because the breadth of this question is so huge...

Chairman Herbert replied frankly I don't have any idea of what the committee wants with that vote, so that's why I voted against it.

Alderman Garrity stated I think Arthur's motion was basically if there's going to be a change in the scope of service during this \$105 million project that does this committee have to approve that. That's basically the motion, so it's for the whole scope of the \$105 million project. Is it not?

Chairman Herbert replied no the motion was, by Mr. Beaudry, that the City Solicitor examine this particular issue as to whether or not it was in fact a change in scope.

Alderman Garrity stated no that wasn't his motion.

School Committee Member Beaudry stated my motion was to clarify the terminology of scope of work and what does it mean and does any scope change have to come to this board.

Chairman Herbert stated I know any change of scope has to come back to the Building & Sites Committee on the School Board. That's already been established. You can't change the scope of the project without coming to the School Board.

Clerk Fysh stated Mr. Chairman, the Clerk would just like to give what her understanding of the motion was, just to make sure we have it clear. School Committee Member Beaudry moved that he would like an opinion from the City Solicitor if there was a change in the scope of work does it have to come back to the Committee on Joint School Buildings, to this committee.

Chairman Herbert stated well I didn't understand it to mean that and I'm sorry if I misunderstood, but now that raises...if I had known that was the actual motion, I would have pointed out to the committee that change of scope on the contract, my understanding is has to be made approved first by the Buildings & Sites Committee on the School Board side and if I refer back, when we did some initial designs and you came with complete designs, that had to be voted on by the Buildings & Sites Committee and subsequently the School Board and that was to avoid or to nail down what the scope of work was. So any change in scope...a change in scope is something of magnitude as opposed to what the means and methods are. As Mr. Clougherty has said every day they make decisions on means and methods that possibly if looking at the contract somebody could raise the issue of change of scope. So I thought this was a very specific request by Mr. Beaudry. I didn't know that it was some legal clarification of policy. That's a much larger and broader issue, so I don't know what to do about it but I certainly didn't understand it to be that broad a request and if it is a broad request, I think we're going over ground we've already been over.

Alderman Roy stated just my understanding and to answer Tim's question, I think this has less to do with Building Maintenance, Gilbane and DMJM then it has to do with just responsibility of this committee and getting the Solicitor to clarify that so that we can pass it along to Building Maintenance, Highway, Parks, whoever we may deal with through this committee. I think that's my understanding of what we're asking for. It's a Solicitor question not a Building Maintenance or Gilbane/DMJM question.

Chairman Herbert stated I have a question then. Let me just make an observation and that is the change in scope issue that we're asking the City Solicitor to provide us with, my concern is that my experience is that change in scope involves the School Committee responsibilities as well and if we're going to get a City Solicitor opinion on scope and who's responsibility it is, and I think the School Department is going to want an opinion on the same thing from Dean Eghert. Because the Joint Building Committee is responsible for overseeing the actual work and then eventually signing off on it. Changes of scope, RFP, policy decisions as to what the whole project was about, are the purview of the School Board, my understanding is. So we can get the City Solicitor involved. This is why I had no idea that wanted this broad a legal opinion. You can ask for it. I'm

sure he's got nothing to do over there, but I would have preferred that it remain focused on something that we actually are talking about.

School Committee Member Kelley stated as I recall when we first sat down with this committee back about a year and a half ago, some of us were still part of this committee and some of us are new to this committee. Our very first meeting we sat down and we talked about change of scope and we set some perimeters on what we needed to...if there was a change order, how was it going to come through. I think maybe I would like to see a refresher on that or at least be refreshed at what we voted on that night, so that the new members of this committee could know where we stood in the beginning.

Chairman Herbert stated I guess this goes to the City Solicitor.

Mr. Clougherty stated the responsibilities, just a point of clarification, the responsibilities of the Joint Committee are defined by RSA, which is contained in the little red book and that then refers to a committee established by the school, which shall establish scope or something like that.

Chairman Herbert stated I think what I'm finding out is that the committee would like to have clarification or a refresher as the case may be.

Mr. Clougherty asked what does that do with this issue at hand?

Chairman Herbert answered probably nothing, but from my perspective we segwayed into something entirely different than what we've been discussing the last 45 minutes. But that's fine. The committee has asked for it and that's what they're going to get. That's to the City Solicitor.

Mr. Clougherty stated just for the committee's edification, a change in the scope of work needs to come not only to this committee but also to the Board of School Building & Sites Committee as well. So we don't have any argument with that. There's no question there. If we want to add four more classrooms or delete four classrooms from a drawing that we've shown you, by all means we're going to come before you and ask for your nod in that direction.

Chairman Herbert asked do we have any more business?

School Committee Member Beaudry stated two more items, Mr. Chairman. One I had a meeting today, we had the monthly meeting with ServiceMaster and the Highway Department and we talked about cleaning of the schools and there's a big concern about that with ServiceMaster getting into the, when they'll have access to the rooms and to get in to clean. And one of the comments they did

make was as they are cleaning; some of the rooms are getting dirty again because of the construction. I guess they had fans going and bringing dust back in so they have to go back and reclean the rooms that they have already cleaned. I don't know how we can mitigate that but that is a concern and hopefully you did say there will be more manpower available, but there's a concern about having these schools ready for September 2. And the other thing is getting teachers into their classrooms to put their classrooms together.

Mr. Clougherty replied you're correct in what you said regarding rooms being cleaned and then getting dirty again. We're trying to get a lot of work done this summer and trying to stop someone from installing a duct in a classroom that was just cleaned is difficult, but we're trying to deal with that. Gilbane has brought on some cleaning staff to augment AirMark to take care of those areas that were already cleaned by AirMark and then got dirtied up by some contractors. Maybe Ken has something to add to that.

Mr. Cornwell stated this project and not unlike any others, though the magnitude is much larger, we worked on 2.4 million square foot of schools and replaced 800,000 square foot of tile and they're still trying to finish up. The mandate was to be done last Friday the 20th, we're still trying to finish those things up, so there's going to be final clean up behind some of these people. The magnitude of the clean up from where we've come from. We're going to be fine.

Mr. Clougherty stated there are going to be problems. We've said that from day one. We're just trying to minimize those problems, make sure that the schools are habitable, they're not going to be perfect in every instance, but we're going to work to make them perfect as time moves along, and we hope that the occupants, the faculty and the students see the difference in the schools and the benefit of what we've done and not merely look at the fact that there's a dirty floor in one of the classrooms because we didn't have the opportunity to properly strip and wax it. But they look at the entire wing of classrooms where they new floor and new paint and new HVAC and new windows.

School Committee Member Beaudry stated my last question would be and I don't know if it's part of the design, it guess it isn't part of the design/build maybe but the Turner of recommendations for Highland Goffs Falls school. I know that our School Building & Sites approved the list of recommendations to start working on Highland, painting the roof and doing some of those other repairs. Is that something that will be done through Gilbane now before school starts or is that going to be something after school is already in session?

Mr. Clougherty answered its going to be done after school gets into session. As Ken talked about we removed flooring and ceilings in some of the schools and we started roughing in ductwork. The duct work is connected to anything, we'll be lifting new units and placing those units as we move into the fall, and at that point we'll be employing some of the recommendations that Turner made relative to resetting discharge air temperatures, installation of carbon dioxide monitoring, and things like that. Also some of the complaints they had to do with overheating and addressing that overheating as we bring our energy management system on to line throughout the fall, we'll start turning those indoor air temperatures along with the outside air temperatures to see where that differential exists and exactly how to correct it.

There being no further business to come before the committee, on motion of Alderman Garrity, duly seconded by School Committee Member Beaudry, the meeting was adjourned.

A True Record. Attest.

Clerk of Committee